


  
1071125 - R8 SDMS

LAW OFFICES OF  
VAN COTT, BAGLEY, CORNWALL & MCCARTHY

A PROFESSIONAL CORPORATION

SUITE 1600

50 SOUTH MAIN STREET

SALT LAKE CITY, UTAH 84144

TELEPHONE (801) 532-3333

TELEX 483149

ADDRESS ALL CORRESPONDENCE TO  
POST OFFICE BOX 3400  
84110-3400

BENNETT, HARRNESS &amp; BRADLEY

1974-1980

BENNETT, MARSHALL &amp; BRADLEY

1980-1986

BENNETT, HARRNESS, HOWAT  
SUTHERLAND & VAN COTT

1986-1988

SUTHERLAND, VAN COTT &amp; ALLISON

1988-1987

VAN COTT, ALLISON &amp; RYER

1987-1987

VAN COTT, RYER &amp; FARNSWORTH

1987-1987

OF COUNSEL  
DENNIS MCCARTHY  
CLIFFORD L. ASHTON  
BRANT MACVARIABLE, JR.  
GEORGE H. WHEELER  
EDWIN J. BREEN  
MICHAEL E. BYSTROM  
JOHN CRAMFORD, JR.  
JAMES H. JENSEN

March 20, 1984

CERTIFIED MAIL

Mr. L. K. Irvine  
Vermiculite Intermountain  
333 West 100 South  
Salt Lake City, Utah 84101

Mr. Irvine:

This letter will serve as formal notice that we have entered into a purchase agreement for the property described in Exhibit "A" located at 333 West 100 South. This would appear to affect only that portion of the property presently being used for the manufacture of vermiculite insulation.

~~Pursuant to the conditions established by us in a letter sent to Mr. Don Wellman on February 12, 1980, we hereby give you the thirty (30) days written notice required to terminate our rental agreement. You should take the necessary steps to vacate the said premises by no later than close of business April 30, 1984.~~

We recognize that this notice may come as a surprise to you and if necessary we may attempt to secure an extension of time for you.

~~We wish to point out that the only portion of the leased premises being affected by this purchase at this time is the southwest corner piece where it appears the actual production of vermiculite takes place.~~ The Utah Lumber building which houses the offices and the remaining storage facilities will remain in our control and will be available for occupancy should that be your desire. If that is the case we can meet with you to discuss the same.

VAN COTT, BAGLEY, CORNWALL & McCARTHY

Mr. L. K. Irvine  
March 20, 1984  
Page 2

Please take all necessary measures to ensure that all vermiculite residue material remaining at the time of termination be removed from the premises within said time frame. This is highly important to avoid any potential problem for either you or us.

Should you have any questions regarding this matter, please call us.

Sincerely yours,

VAN COTT, BAGLEY, CORNWALL & McCARTHY

By

  
Trustee

EXHIBIT "A"

Two tracts of land situate in Lots 5 and 6, Block 66, Plat A, Salt Lake City Survey, described as follows:

Beginning at the northwest corner of the Grantors' land at a point 91.99 feet south from the northwest corner of Lot 5, Block 66, Plat A, Salt Lake City Survey, and running thence South 106.01 feet along the west boundary line to the southwest corner of said Grantors' land, thence East 3.75 feet along the south boundary line to the southeast corner of the Grantors' land, thence North 21.63 feet along the east boundary line to a point on a 198.18 foot radius curve to the right, thence Norwesterly 151.25 feet along said curve to the point of beginning; containing 0.15 of an acre, more or less.

Beginning on a west boundary line of the Grantors' land at a point 155 feet south and 10 feet east, more or less, from the northwest corner of Lot 6, Block 66, Plat A, Salt Lake City Survey and running thence South 60 feet, more or less, along said west boundary line to a south boundary line of said Grantors' land, thence West 7.7 feet along said south boundary line to a west boundary line of said Grantors' land, thence South 75.95 feet along said west boundary line to a south boundary line of said Grantors' land, thence West 112 feet along said south boundary line to the west boundary line of said Grantors' land, thence South 34.05 feet along said west boundary line to the south boundary line of said Grantors' land, thence East 112 feet, more or less, along said south boundary line, thence North 172 feet, more or less, thence West 92 feet, more or less, to the point of beginning; containing 0.42 of an acre, more or less.

Total area 0.57 of an acre, more or less.

VAN COTT, BAGLEY, CORNWALL & McCARTHY  
PROFIT SHARING TRUST  
SUITE 1600  
80 SOUTH MAIN STREET  
SALT LAKE CITY, UTAH 84144  
TELEPHONE (801) 532-3333

January 24, 1985

Ms. Karen G. Matthews  
Utah Power & Light Company  
1849 West North Temple, Room B115  
Salt Lake City, Utah 84116

Dear Ms. Matthews:

Enclosed you will find our check in the amount of \$1,000 which represents your share of the Utah Lumber property rent for the month of December, 1984. I advised you in the last letter, I thought the tenant would be moving out in early December, but obviously they didn't quite make it.

Apparently the tenant held over into early January, 1985 so there may still be a small amount of rent due, but I do think that the tenancy has now come to an end.

Should you have any questions, please contact me.

Very truly yours,

Jerry L. Brown  
Business Manager

JLB:kw

Encls.

# UTAH POWER & LIGHT COMPANY

SUITE B-115

1849 WEST NORTH TEMPLE

SALT LAKE CITY, UTAH 84116

ROBERT M. WHITEHEAD

MGR. LANDS &

AD VALOREM TAXES

535-4050

C. JOSEPH LYON

TAX REPRESENTATIVE

535-4057

July 12, 1984

RIGHT OF WAY  
REPRESENTATIVES

VARIAN CLARK

535-4034

RAY A. HOLMES

535-4035

RAULAND BALLARD

535-4036

HELEN F. JOHNSON

535-4033

CAROL J. KOEHLER

535-4039

Mr. Jerry Brown  
Van Cott, Bagley, Cornwall & McCarthy  
Suite 1600  
50 South Main Street  
Salt Lake City, Utah 84144

Dear Mr. Brown:

RE: Pro rata share of rent of  
Vermiculite Lease --  
333 West 100 South

This letter is to outline items we discussed on the phone yesterday regarding the above.

For purposes of dividing the rental on the Vermiculite Lease, the closing date on the sale will be June 7, 1984. Utah Power & Light Company is to receive 50% of the \$2,000.00 per month rental until such time as Vermiculite Intermountain vacates the property. The payment of the rent from Vermiculite is to go to Van Cott, Bagley, Cornwall & McCarthy and a check for UP&L's share is to be drawn and sent to:

Utah Power & Light Company  
1849 West North Temple, Rm. #B-115  
Salt Lake City, Utah 84116

Van Cott, Bagley is to inform Utah Power & Light Company at the time Vermiculite Intermountain vacates the premises.

Should you need further information or clarification, please call.

Yours very truly,

*Karen G. Matthews*  
Karen G. Matthews  
Leasing Specialist

KGM:lh

LAW OFFICES OF  
**VAN COTT, BAGLEY, CORNWALL & MCCARTHY**  
 A PROFESSIONAL CORPORATION  
 141 EAST FIRST SOUTH  
 SALT LAKE CITY, UTAH 84111  
 TELEPHONE 532-3333  
 AREA CODE 801

February 12, 1980

DENNIS MCARDY  
 LEONARD J. LEWIS  
 DAVID E. SALTSBURY  
 GRANT MACFARLANE, JR.  
 MAI D. LEWIS  
 H. SCOTT WOODLAND  
 ROBERT M. ANDERSON  
 DAVID L. GILLETTE  
 RICHARD A. SAGE  
 STEPHEN D. SHINDLE  
 ROBERT D. MERRILL  
 GREGORY P. WILLIAMS  
 RICHARD M. STANLEY  
 ALAN F. MECHAN

BRENT J. GUNDOVE  
 E. SCOTT SAVAGE  
 DENNIS D. FARBER  
 CHRIS WANGSGARD  
 JOHN S. BIRNBAUM  
 KENNETH W. TEATES  
 RAND L. COOK  
 JOHN A. SNOW  
 DAVID A. GREENWOOD  
 WILLIAM A. FARBERMAN  
 ARTHUR B. RALPH  
 BRENT W. STEVENSON  
 ALAN L. DULLIVAN  
 ROBERT A. ROGERS

J. KEITH ADAMS  
 WILLIAM B. WRAY, JR.  
 JAMES A. HOLTRAMP  
 DAVID A. DETTON  
 JEANNE HENDERSON  
 ANN L. WASSERMANN  
 J. RAND WISSEMI  
 ROBERT A. PETERSON  
 GARY E. KELLY  
 RICHARD H. JOHNSON, II  
 SAMUEL D. GAUFFIN

M. MICHAEL HELLER  
 J. SCOTT LUNDBERG  
 STEVEN D. WOODLAND  
 JOHN H. STEED  
 GREGORY A. ORME  
 DARRELL R. LARSEN  
 DAVID A. BROADBENT  
 JEFFREY L. NELSON  
 PATRICIA M. LEITH  
 KATHLEEN M. LAHEY

BERNETT, HARRNESS & BARNARD  
 1974-1980

BERNETT, MARSHALL & GRADLEY  
 1980-1980

BERNETT, HARRNESS, HOUNT  
 BUTTERLAND & VAN COTT  
 1980-1982

BUTTERLAND, VAN COTT & ALLISON  
 1982-1987

VAN COTT, ALLISON & RYER  
 1987-1987

VAN COTT, RYER & FARMWORTH  
 1987-1987

OF COUNSEL  
 CLIFFORD L. ASHTON

Mr. Don Wellman  
 Utah Lumber Company  
 P.O. Box 2398  
 Salt Lake City, Utah 84110

Dear Don:

In response to your letter of January 21, 1980 relating to the rent on the Utah Lumber Company property which you are occupying, I have discussed the matter with our trustees and the following sets out what we are willing to do.

1. ~~The Van Cott, Bagley, Cornwall and McCarthy Profit-Sharing Trust will rent that specific space which totals 16,132 square feet that is now being occupied by Utah Lumber Company for office space and its Zonolite operation. Utah Lumber will limit its use of space to that designated in the January 21, 1980 letter and Van Cott will have the right to use for whatever purpose, any and all other space not specifically included in the Utah Lumber operation.~~
2. Utah Lumber will provide adequate insurance coverage for liability and fire on the rented areas.
3. Utah Lumber will have the responsibility for complete maintenance and repair of the rented areas.
4. Heat, light, water and all other utilities will be the responsibility of Utah Lumber.
5. ~~The rental term shall commence on March 1, 1980 and shall be on a month to month basis with either party having the right to cancel this agreement upon 30 days written notice.~~

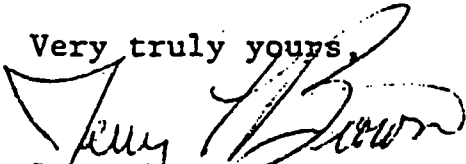
VAN COTT, BAGLEY, CORNWALL & MCCARTHY

Mr. Don Wellman  
Utah Lumber Company  
Page Two

6. The monthly rental shall be Two Thousand Dollars (\$2,000) payable in advance each month. 12.5977¢ *12.5977¢*

If the above meets with your approval please sign and return one copy of this letter to us.

Very truly yours,

  
Jerry L. Brown  
Business Manager

Accepted:

Utah Lumber Company

by *Don J. Wellman*  
its *Sales Manager*

JLB:kk

# UTAH LUMBER COMPANY

C-15

Wholesale Building Materials

SALT LAKE CITY, UTAH - 84110

Telephone  
328-0117/4

P. O. Box 2398

333 West First South

January 21, 1980

VanCott, Bagley, Cornwall & McCarthy  
141 E. 100 So.  
Salt Lake City, Utah 84111

Attn: Mr. Jerry Brown

Dear Jerry:

Regarding our continued occupancy of your property at 333 West First South Street after February 29, 1980, enclosed is a diagram of the area we will need. This breaks down as follows:

|   |             |
|---|-------------|
| Zonolite plant (Vermiculite-Intermountain, Inc.)    | 6048 sq.ft. |
| Zonolite storage in south shed                      | 2600 " "    |
| Zonolite loading in open area                       | 4960 sq.ft. |
| Zonolite bag storage in south end of metal building | 640 sq.ft.  |
| Zonolite truck storage in south end of second alley | 324 " "     |
| Total covered area for Zonolite operation           | 9612 sq.ft. |
| Total open area for Zonolite operation              | 4960 " "    |

Total office space in northeast corner of main building for Utah Lumber Co. (and Vermiculite-Intermountain, Inc.) 1560 sq.ft.

The ladies restroom is on the second floor of the main building, directly over the occupied office area, and will continue to be used. We also have some old records stored in a small corner of the basement directly beneath the occupied office area of the main building but these can be moved on a few days notice.

Please advise us as soon as possible what the rent will be for the various areas so we can make our plans accordingly.

~~The construction of the new Zonolite plant has been delayed for reasons beyond our control and as a result we may need to operate in the present location until May or possibly even June, 1980.~~

Sincerely,

UTAH LUMBER COMPANY

Don D. Wellman

Don D. Wellman  
Sales Manager

DDW/ew

Enc.

$$16132 \div 150 = 24198$$
$$\div 12 = 201650$$

$$\begin{array}{r} 9612 \\ 4960 \\ \hline 1560 \\ 16132 \times 2 = 32264 \\ \hline \div 12 = 268867 \end{array}$$

"SERVING THE RETAIL DEALER" 268867



South Boundary

Zonolite  
Storage-South Shed  
130' (2600 Sq. Ft.)

40'

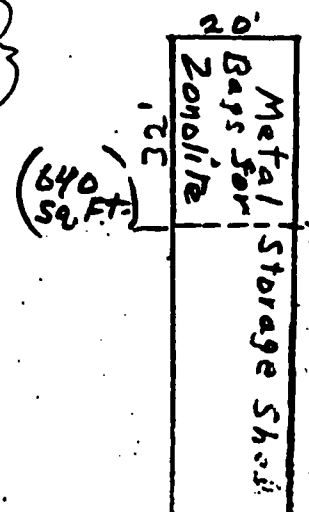
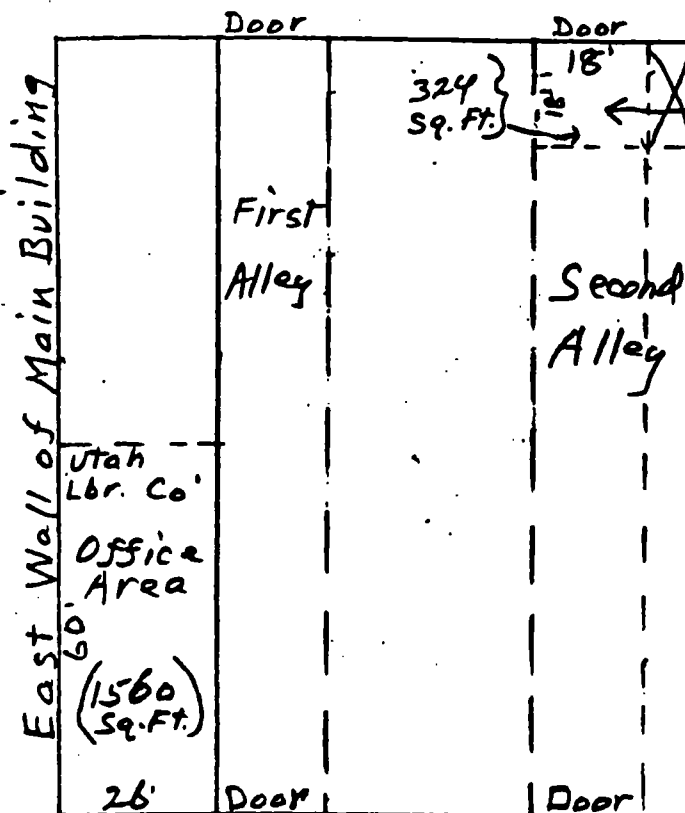
Zonolite  
Truck  
Loading  
(Open  
Area)

(4960  
Sq. Ft.)

Zonolite  
Plant  
Area

(6048  
Sq. Ft.)

54'



1339 333 West First South St.

LAW OFFICES OF  
VAN COTT, BAGLEY, CORNWALL & MCCARTHY

A PROFESSIONAL CORPORATION  
141 EAST FIRST SOUTH  
SALT LAKE CITY, UTAH 84111  
TELEPHONE 532-3333  
AREA CODE 801

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DAVID E. SALISBURY  
GRANT MACFARLANE, JR.  
MAX B. LEWIS  
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J. SCOTT LUNDBERG  
STEVEN D. WOODLAND  
JOHN H. STEED

BENNETT, MARSHALL & LINDPATRICK 1974-1980  
BENNETT, MARSHALL & BRADLEY 1980-1988  
BENNETT, MARSHALL, HORNBY  
BUTHERLAND & VAN COTT 1988-1992  
BUTHERLAND, VAN COTT & ALLISON 1992-1997  
VAN COTT, ALLISON & RITER 1997-1997  
VAN COTT, RITER & FARNSWORTH 1997-1997

OF COUNSEL  
CLIFFORD L. ASHTON

August 31, 1979

Utah Lumber Company  
333 West 100 South  
Salt Lake City, Utah

Gentlemen:

Reference is made to that certain Earnest Money Receipt and Offer to Purchase dated August 8, 1979 between Leonard J. Lewis as Trustee (Buyer) and Utah Lumber Company (Seller) covering the real property situated at 333 West 100 South, Salt Lake City, Utah.

Buyer hereby agrees to permit Seller to occupy and use one floor of the office space located in the Utah Lumber Company Building and to maintain and continue to operate the existing insulation manufacturing facility on the above-described real property rent free for a six-month period beginning at closing and expiring on February 29, 1980. Seller hereby agrees to abide by the following terms and conditions with respect to its use of those portions of the premises described above.

1. Nature of Occupancy. Seller acknowledges that its occupancy of the premises is in the nature of a personal, non-transferrable license to use the particular areas described above solely for offices and for operating the existing insulation manufacturing facility, and that such license to use shall expire on February 29, 1980.

2. Maintenance of Premises. Seller shall maintain, at its cost, in good condition, all portions of the premises which it is authorized to occupy and use by this agreement. Seller

Utah Lumber Company  
Page Two

agrees to surrender possession of all portions of the premises upon the expiration of its license in good condition and repair. During its occupancy, Seller shall not use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to owners or occupants of adjacent properties, and Seller shall not interfere with activities undertaken by Buyer with respect to portions of the premises which Seller is not entitled to use under this agreement.

3. Utilities. Seller shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas, electricity, water, telephone service, and trash collection, and for all connection charges.

4. Indemnification. Buyer shall not be liable to Seller for any damage to Seller or Seller's property from any cause. Seller waives all claims against Buyer for damage to person or property arising for any reason. Seller shall hold Buyer harmless from all damages arising out of any damage to any person or property occurring in, on, or about the premises.

5. Public Liability and Property Damage Insurance. Seller, at its cost, shall maintain public liability and property damage insurance with a single combined liability limit of One Million Dollars (\$1,000,000.00), and property damage limits of not less than Two Hundred Thousand Dollars (200,000.00) insuring against all liability of Seller and its authorized representatives arising out of and in connection with Seller's use or occupancy of the premises.

All public liability insurance and property damage insurance shall insure performance by Seller of the indemnity provisions of paragraph 4. Both parties shall be named as additional insureds, and the policy shall contain cross-liability endorsements.

6. Seller's Fire Insurance. Seller, at its cost, shall maintain the portions of the premises which it shall occupy and on all its personal property, Seller's improvements, and alterations, in, on, or about the premises, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least ninety percent (90%) of their full replacement value. The proceeds from any

Utah Lumber Company  
Page Three

such policy shall be used by Seller first for the restoration of the premises and then for the replacement of personal property or the restoration of Seller's improvements or alterations.

7. Waiver of Subrogation. The parties release each other, and their respective authorized representatives, from any claims for damage to any person or to the premises and to the fixtures, personal property, Seller's improvements, and alterations of either Buyer or Seller in or on the premises that are caused by or result from risks insured against in any insurance policies carried by the parties and in force at the time of any such damage. Seller shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Buyer in connection with any damage covered by any policy.

8. Personal Property Taxes. Seller shall pay before delinquency, all taxes, assessments, license fees, and other charges ("taxes") that are levied or assessed against Seller's personal property installed or located in or on the premises. If any taxes on Seller's personal property are levied against Buyer or Buyer's property, or if the assessed value of the premises is increased by the inclusion of a value placed upon Seller's personal property, and if Buyer pays the taxes on any of these items or the taxes based on the increased assessment of these items, Seller, on demand, shall immediately reimburse Buyer for the sum of the taxes levied against Buyer or the proportion of the taxes resulting from the increase in Buyer's assessment. Buyer shall have the right to pay these taxes regardless of the validity of the levy.

9. Destruction of Premises. If the premises are totally or partially destroyed during the term of the license from any cause, or if all or any portion of the premises which Seller is permitted to use hereunder is taken by condemnation, and Seller is prevented from using the premises in accordance with this license, Seller at its option and at its sole cost, may elect to restore the premises and continue to occupy and use the premises until the expiration of the license. If Seller elects not to restore the premises, the license shall immediately

Utah Lumber Company  
Page Four

terminate and Seller shall surrender possession to Buyer. In either case, Buyer shall have no obligation to the Seller whatsoever to restore the premises.


Very truly yours,


  
Leonard J. Lewis, Trustee

*for all trustees*  
Dennis McCarthy, Trustee

David E. Salisbury, Trustee

Agreed to and adopted by Utah Lumber Company this 31  
day of Aug, 1979, by

  
Leland K. Irvine, President-CHAIRMAN

  
Donald K. Irvine, PRESIDENT